

RESOLUTION NO. 5935

A RESOLUTION ACCEPTING THE 2010-2011 CITY OF CORVALLIS INTERGOVERNMENTAL AGREEMENT FOR FUNDING THE DEVELOPMENT OF A BUSINESS PLAN TO ASSIST THE LINN-BENTON LOOP.

WHEREAS, the City of Corvallis has submitted the 2010-2011 Intergovernmental Agreement (IGA) to assist in the development of a business plan for the Linn-Benton Loop Transit System; and

WHEREAS, the IGA includes \$5,000 for the business plan for the Linn-Benton Loop; and

WHEREAS, the Linn-Benton Loop desires to provide a public transit option for the citizens of the City of Corvallis; and

WHEREAS, the Linn-Benton Loop Commission desires to establish a legal framework for continued operations;

WHEREAS, the City of Albany is the designated operator for the Linn-Benton Loop Transit System and Albany Transit System; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to the local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

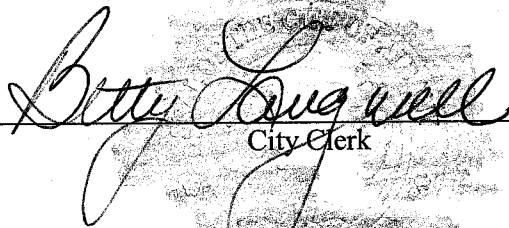
NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the City of Corvallis funding support for a total of \$5,000 for fiscal year 2010-2011; and

BE IT FURTHER RESOLVED that the Albany City Council accepts these funds and authorizes the Public Works Director to execute the agreement and conditions for their acceptance.

DATED AND EFFECTIVE THIS 11<sup>TH</sup> DAY OF AUGUST 2010.

ATTEST:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 11 day of August 2010, by and between the CITY OF ALBANY, hereinafter referred to as "ALBANY," and the CITY OF CORVALLIS, hereinafter referred to as "CORVALLIS," the promises of each being given in consideration of the promises of the other.

WHEREAS, ALBANY is the operator of the Linn-Benton Loop Transit System (Loop), which provides economical, effective, and responsive public transportation between Albany, Corvallis, Oregon State University (OSU), and Linn-Benton Community College (LBCC); and

WHEREAS, the Linn-Benton Loop desires to provide a public transit option for the citizens of the City of Corvallis; and

WHEREAS, the Linn-Benton Loop Commission desires to establish a legal framework for continued operations;

NOW, THEREFORE, the parties agree as follows:

1. INTERGOVERNMENTAL AGREEMENT. This Agreement is an Intergovernmental Agreement entered into pursuant the terms of ORS 190.010 et seq.
2. COMPENSATION: CORVALLIS will pay ALBANY \$5,000 within 30 days of the execution of this Agreement.
  - a) Albany shall use these funds to pay for the commission of the Loop Study.
3. TERM: This Agreement shall be effective from June 30, 2010, and shall continue until June 30, 2011.
4. Independent Contract Status: The parties agree as follows:
  - a) The PARTIES intend that in performing this agreement, each shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Neither CORVALLIS nor ALBANY is to be considered an agent or employee of the other.
  - b) Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260-30.300, each party agrees to hold the other harmless, to indemnify and to defend the other, its officers, agents, volunteers and employees from any and all liability, actions, claims, losses, damages or other costs including attorneys fees and witness costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, when such liability, action, claim, loss, damage or other cost results from the actions of that party in the course of this agreement. Nothing in this agreement shall be deemed to create a liability for any party in excess of the Oregon Tort claims limits for either party.
  - c) ALBANY shall provide insurance as follows
    - i. Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

- ii. General Liability insurance of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate each claim, incident, or occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall be in a form at least as broad as Commercial General Liability ISO form CG 0001. It shall provide that City and its officers and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this contract. Participation by the City of Albany in the Municipal Governmental Liability Program of City County Insurance Services shall satisfy this requirement.
  - iii. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
  - iv. The obligations set forth herein for General Liability Insurance and Automobile Liability Insurance coverage shall be satisfied by the continued participation by the ALBANY in the Governmental Risk Pool provided by City County Insurance Services.
- d) Each insurance endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in material limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CORVALLIS.
  - e) ALBANY shall furnish acceptable proof of insurance to CORVALLIS with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf. Certificates will be received and approved by CORVALLIS prior to its issuance of a Notice to Proceed. The certificate shall specify the City of Corvallis and its officers, agents, employees and volunteers are Additional Insured as respects to the work under the contract. Insuring companies or entities are subject to CORVALLIS acceptance. ALBANY shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by, CORVALLIS.

5. Non-assignment. No assignment or delegation of this agreement shall be of any force or effect without the written approval of the contracting officers of ALBANY and CORVALLIS.

6. General Terms. Either PARTY may terminate this agreement effective June 30 of any year, provided that the terminating PARTY provides the non-terminating PARTY with a thirty (30) day written notice of the date and year in which the termination will be effective. PARTIES may, by mutual written consent only, agree to terminate this agreement effective on another date.

- a) PARTIES shall comply with all applicable federal, state, and local laws, rules and regulations on nondiscrimination in employment. The parties agree not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.
- b) PARTIES agree to safeguard personal identifying information in compliance with Oregon Revised Statute (ORS) 646A.600, the Oregon Consumer Identity Theft Protection Act and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.
- c) Albany agrees to comply with Corvallis Municipal Code chapter 1.25 establishing and implementing the Living Wage. City may terminate this agreement at any time if Albany

